

November 7, 2014

VIA ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Armstrong Utilities, Inc. Response to Price Cap LECs' Served-to-Unserved Challenges Under Connect America Fund Phase II; WC Docket No. 14-93; DA 14-942, 14-1397

Ms. Dortch:

Armstrong Utilities, Inc. ("Armstrong" or "the Company") hereby files this response to the served-to-unserved challenges filed by several price cap local exchange carriers ("LECs") filed in the Phase II of the Connect America Fund ("CAF").

Armstrong is filing two separate Form 505 rebuttal forms. The first, designated as Armstrong Rebuttal 505-1 certifies that Armstrong serves 239 census blocks identified in served-to-unserved challenges by certain price cap LECs. The second, designated as Armstrong Rebuttal 505-2 certifies that Armstrong has deployed broadband and voice plant and is capable of delivering service in an additional 76 serviceable census blocks identified in served-to-unserved challenges by certain price cap LECs. These blocks reside in the service territories of the following price cap carriers: CenturyLink, and Windstream.

Armstrong's Form 505 challenges are supported by several forms of additional evidence. Appendix 1 contains a Factual Statement affirming that the company serves the census blocks identified on the Form 505-1 and 505-2 with broadband and voice service that meet the Commission's performance and pricing metrics. Appendix 2 contains maps showing the census blocks served by Armstrong (as that term is defined in the Bureau's June 20 Public Notice), and the number of current or former customers served in each census block. Appendix 3 contains a copy of Armstrong's current open Internet policy and disclosure statement, which demonstrates that the Company's broadband service offerings satisfy the mandated broadband pricing and performance metrics. Appendix 4 contains copies of advertisements for Armstrong's voice service, which demonstrates that the Company satisfies the mandated voice metrics.

The evidence accompanying Armstrong's Form 505-1 demonstrates that the company has physical facilities, and provides service to at least one current or former customer in each of the census blocks identified therein. As such, the Bureau should designate these blocks as served and decline to direct CAF support to such areas.

Similarly, evidence accompanying Armstrong's Form 505-2 demonstrates that the Company has deployed voice and broadband-capable physical assets, and offers voice and broadband services in such blocks. Concurrent with this filing Armstrong is filing a waiver request asking the Commission to accept the evidence supporting Armstrong Form 505-2 as evidence that these blocks are served. Consistent with the Bureau's previous decision to grant such waivers in the first round of challenges, the Bureau should adopt the same approach and determine that these blocks are served and ineligible for CAF support.

Pursuant to the Third Protective Order in this proceeding, and Sections 0.457 and 0.459 of the Commission's rules, Armstrong requests confidential treatment for those documents marked as confidential in Appendix 2. The information has been identified and marked as confidential consistent with the requirements of the Third Protective Order. Armstrong requests that this information be withheld from routine public inspection because it is of a commercially-sensitive nature, contains trade secrets, and has not been previously made available to the public. Each page of the confidential material therein has been marked with the required confidential designations.

Please contact the undersigned if you have any questions about this matter. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'K.C. Halm', is positioned above the printed name.

K.C. Halm
Counsel for Armstrong Utilities, Inc.

Encl.

cc: Ryan Yates, WCB
Service List

CERTIFICATE OF SERVICE

WC Docket No. 14-93; DA 14-942

I hereby affirm that I have undertaken a good faith effort to provide notice, via electronic mail, of Armstrong Utilities, Inc.'s CAF Phase II Rebuttal Challenge filing to the following persons on Monday, November 6, 2014.

AT&T

Anisa Latif
1120 20th St NW, Suite 1000
Washington, DC 20036
Anisa.a.latif@att.com

Frontier

Mike Saperstein
Frontier Communications
2300 N Street, NW Suite 710
Washington, DC 20037
michael.saperstein@ftr.com

CenturyLink

Jeff Glover
VP Regulatory Operations
CenturyLink
100 Century Tel Drive
Monroe, LA 71203
Jeff.glover@centurylink.com

Windstream

Malena F. Barzilai
Windstream
1101 17th Street, NW, Suite 802
Washington, DC 20036
malena.barzilai@windstream.com

- and -

Richard Rousselot
CenturyLink CAF II Challenge Process
600 New Century Pkwy OFC 1D103
New Century, KS 66031-1101
Richard.A.Rousselot@centurylink.com

Verizon

Alan Buzacott
Executive Director – Verizon Federal Regulatory
1300 I Street, NW, Suite 400 West
Washington, DC 20005
alan.buzacott@verizon.com

Consolidated

Scott Kitchen
Consolidated Communications
Director, Regulatory Compliance
350 S. Loop 336 W.
Conroe, TX 77304
Scott.Kitchen@consolidated.com

/s/ Gina Lee

Gina Lee
Davis Wright Tremaine LLP
November 6, 2014

Connect America Phase II Challenge Process Form

OMB Control Number 3060-1188

FCC Form 505

Filing Entity:

FRN (if applicable):

0003765617

Armstrong Utilities

Name of Person Filling Out Form:

James D. Mitchell

Mailing Address of Person Filling Out Form:

One Armstrong Place, Butler, PA 16001

Email Address of Person Filling Out Form:

jmitchell@agoc.com

Phone Number of Person Filling Out Form:

724-283-0925

Name of Person Certifying Data within Form:

James D. Mitchell

Mailing Address of Person Certifying Data within Form:

One Armstrong Place, Butler, PA 16001

Email Address of Person Certifying Data within Form:

jmitchell@agoc.com

Phone Number of Person Certifying Data within Form:

724-283-0925

Response to Challenge

Census Block 15 Digit FIPS Code	State	Name of Entity Making Initial Challenge	FRN of Entity Making Initial Challenge (if provided)	Insert X if Speed Criteria is at Issue	Insert X if Usage Allowance Criteria is at Issue	Insert X if Latency Criteria is at Issue	Insert X if Price Criteria is at Issue	Insert X if Voice Criteria is at Issue	Type of Supporting Evidence	Additional Comments	OMB Control Number 3060- 1188
390070013012038	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
390930921001048	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
390930921001070	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
390930921002015	OH	CenturyLink	(Not provided)	X	X		X	X	Factual statement, maps, Open Internet statements, advertisements		
391390027005003	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
391390027005006	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
391390027005012	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391390029002143	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391390029002149	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391390029002150	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391390029002153	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391390029003058	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391390029003074	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391390029003079	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391559301011013	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391559301011015	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391559301011022	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391559301013032	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690011001009	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690011001024	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690013002053	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690014001001	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690025002003	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690030002026	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690031001042	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690031001059	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690033001000	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
391690033002057	OH	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420059503001029	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420059503003061	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420059503003123	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199024002113	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199026002016	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199029001054	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199029001082	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199101002064	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199101002103	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199101003005	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199101003045	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199102002067	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199102002068	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199102002076	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199102002078	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199103011003	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199103011008	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199103011024	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199103021002	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199103022092	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199103023013	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199104001046	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		

Response to Challenge

Census Block 15 Digit FIPS Code	State	Name of Entity Making Initial Challenge	FRN of Entity Making Initial Challenge (if provided)	Insert X if Speed Criteria is at Issue	Insert X if Usage Allowance Criteria is at Issue	Insert X if Latency Criteria is at Issue	Insert X if Price Criteria is at Issue	Insert X if Voice Criteria is at Issue	Type of Supporting Evidence	Additional Comments	OMB Control Number 3060- 1188
420199105001000	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199107001018	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199108002033	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420199108002036	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420199110002012	PA	CenturyLink	(Not provided)	X			X	X	Factual statement, maps, Open Internet statements, advertisements		
420199110004074	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199110005040	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199110005041	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
42019911001006	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199111001031	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199111003041	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199111003084	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199112002031	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199112002049	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199112002102	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199112002127	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113001058	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113002013	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113002017	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113002052	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113002083	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113003027	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113004029	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113004034	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199116001021	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199117001000	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199117001010	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199117001028	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199117002024	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199118001000	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199118003054	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199124022002	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199128001016	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199128001019	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730101001026	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730109002000	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730115004011	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730115004026	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850326016022	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850326022106	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
42085032602137	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850331002003	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850331002025	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850331003024	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850331003036	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850331003051	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850331004028	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850331004044	PA	CenturyLink	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
210190310025001	KY	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
210190310025035	KY	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		

Response to Challenge

Census Block 15 Digit FIPS Code	State	Name of Entity Making Initial Challenge	FRN of Entity Making Initial Challenge (if provided)	Insert X if Speed Criteria is at Issue	Insert X if Usage Allowance Criteria is at Issue	Insert X if Latency Criteria is at Issue	Insert X if Price Criteria is at Issue	Insert X if Voice Criteria is at Issue	Type of Supporting Evidence	Additional Comments	OMB Control Number 3060- 1188
420391120013026	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391120021052	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391120022077	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730114001064	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318002031	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318002040	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318004005	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850318005025	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850318005028	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850318005041	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002012	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002019	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002026	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002029	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002057	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325011008	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325011134	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325011157	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325012069	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850325012078	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850325012134	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850325013004	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850325014033	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850325014036	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850325015017	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850325015080	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325021002	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325021008	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325021059	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850326013005	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001026	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001027	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001064	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001090	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001098	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001107	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001140	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421257637002018	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421257959002015	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		

OMB Control Number 3060-1188

<u>Accuracy and Due Diligence Certification</u>
<i>All Filers Must Fill Out</i>
By initialing below, I certify that all statements contained in the attached form are true and accurate to the best of my knowledge, and that I have undertaken due diligence to obtain knowledge regarding these claims.
Certifier's Initials: JDM
Date: 11/7/2014

<u>Notice of Challenge Certification</u>
<i>(Served to Unserved and Unserved to Served Challengers Fill Out One of the Following Blocks - Respondents Do Not Fill Out)</i>
Service of Notice Successful
By initialing below, I certify that notice of this challenge has been served on all interested parties.
Certifier's Initials:
Date:
Service of Notice Unsuccessful
By initialing below I certify that, following a good faith effort, I was unable to serve notice of this challenge on all interested parties due to lack of information regarding the address of such parties.
Name of Party/Parties
that Could Not Be
Served:
Certifier's Initials:
Date:

The certifications on this page are subject to the penalties for false statements under 18 U.S.C. 1001.

Connect America Phase II Challenge Process Form
OMB Control Number 3060-1188
FCC Form 505

Filing Entity:

FRN (if applicable):

0003765617

Armstrong Utilities

Name of Person Filling Out Form:

James D. Mitchell

Mailing Address of Person Filling Out Form:

One Armstrong Place, Butler, PA 16001

Email Address of Person Filling Out Form:

jmitchell@agoc.com

Phone Number of Person Filling Out Form:

724-283-0925

Name of Person Certifying Data within Form:

James D. Mitchell

Mailing Address of Person Certifying Data within Form:

One Armstrong Place, Butler, PA 16001

Email Address of Person Certifying Data within Form:

jmitchell@agoc.com

Phone Number of Person Certifying Data within Form:

724-283-0925

Response to Challenge

Census Block 15 Digit: FIPS Code	State	Name of Entity Making Initial Challenge	FRN of Entity Making Initial Challenge (if provided)	Insert X if Speed Criteria is at Issue	Insert X if Usage Allowance Criteria is at Issue	Insert X if Latency Criteria is at Issue	Insert X if Price Criteria is at Issue	Insert X if Voice Criteria is at Issue	Type of Supporting Evidence	Additional Comments	OMB Control Number 3060-1188
390070013012035	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
390070013014010	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
390070013021026	OH	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
390930921001003	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
391390029001018	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
391390029001050	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
391390029001051	OH	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
391390029003038	OH	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
391690030001030	OH	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
391690037001022	OH	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420076051001000	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420076051001014	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420199103011062	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420199106001020	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420199106002031	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420199106002048	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420199107001002	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420199110003007	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199110005074	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199110010322	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199112002120	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199113003073	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199117001018	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199117001054	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199117002029	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199118001006	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420199118004000	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730101001027	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730101001028	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420730102024024	PA	CenturyLink	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850328002034	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420850331003003	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420850331003022	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420850331003035	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420850331003038	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420850331003052	PA	CenturyLink	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
210190304001065	KY	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
210190311004030	KY	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
210190313003030	KY	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
21089040002041	KY	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420059503003020	PA	Windstream	(Not provided)						Factual statement, maps, Open Internet statements, advertisements		
420311602003042	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420311605002025	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420311605004005	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420311605004018	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420311605004049	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391104002009	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391105011022	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		

Response to Challenge

Census Block 15 Digit: FIPS Code	State	Name of Entity Making Initial Challenge	FRN of Entity Making Initial Challenge (if provided)	Insert X if Speed Criteria is at Issue	Insert X if Usage Allowance Criteria is at Issue	Insert X if Latency Criteria is at Issue	Insert X if Price Criteria is at Issue	Insert X if Voice Criteria is at Issue	Type of Supporting Evidence	Additional Comments	OMB Control Number: 3060-1188
420391106001055	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391108002009	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391108003026	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391109004019	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391113002051	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391113003056	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420391118004003	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391118004011	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391119002022	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391119004009	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391119004061	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391120012006	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420391120012016	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318001079	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318002030	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318002052	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318003128	PA	Windstream	(Not provided)	X	X	X	X	X	Factual statement, maps, Open Internet statements, advertisements		
420850318004006	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002025	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002045	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850320002058	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
420850325011010	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001067	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001129	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421212002001139	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421257637001023	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
421257637001038	PA	Windstream	(Not provided)					X	Factual statement, maps, Open Internet statements, advertisements		
									* Certifies that the census blocks identified in this Armstrong Response Form 505-2 are those where the company has deployed physical voice and broadband network assets, and is offering voice and broadband service to prospective customers. The accompanying waiver requests that the Commission waive the requirement that Armstrong also have a current or former customer in such blocks.		

OMB Control Number 3060-1188

<u>Accuracy and Due Diligence Certification</u>
<i>All Filers Must Fill Out</i>
By initialing below, I certify that all statements contained in the attached form are true and accurate to the best of my knowledge, and that I have undertaken due diligence to obtain knowledge regarding these claims.
Certifier's Initials: JDM
Date: 11/7/2014

<u>Notice of Challenge Certification</u>
<i>(Served to Unserved and Unserved to Served Challengers Fill Out One of the Following Blocks - Respondents Do Not Fill Out)</i>
Service of Notice Successful
By initialing below, I certify that notice of this challenge has been served on all interested parties.
Certifier's Initials:
Date:
Service of Notice Unsuccessful
By initialing below I certify that, following a good faith effort, I was unable to serve notice of this challenge on all interested parties due to lack of information regarding the address of such parties.
Name of Party/Parties that Could Not Be Served:
Certifier's Initials:
Date:

The certifications on this page are subject to the penalties for false statements under 18 U.S.C. 1001.

Armstrong CAF Phase II Rebuttal Appendices

1 – Factual Statement

2 – Confidential and Redacted Maps of Armstrong Served and Serviceable Census Blocks

3 – Armstrong’s Current Open Internet Policy and Disclosure Statement

4 – Advertisement for Armstrong’s Voice Services

APPENDIX 1

to

Armstrong Utilities, Inc. CAF Phase II Challenge Response Filing

WC Docket No. 14-93; DA 14-1397

FACTUAL STATEMENT

Pursuant to the challenge procedures set forth under DA 14-1397, 14-942, 13-113, and other authorities, I, James D. Mitchell, Vice President of Armstrong Utilities, Inc. (“Armstrong”) provide this factual statement in support of Armstrong’s response to the served-to-unserved challenges filed by CenturyLink, challenging 280 census blocks, and Windstream, challenging 351 census blocks. All of the blocks identified in this rebuttal filing have been accurately identified in the National Broadband Map as served by Armstrong.

I have direct knowledge of the facts set forth in this statement as the result of my responsibilities in the position of Vice President. In that role, I review company information regarding subscribers, network facilities, revenue and other information in order to satisfy various regulatory reporting and compliance obligations, including monitoring the Company’s Form 477 filings; coordinate the development and filing of mapping information for the National Broadband Map; and manage Armstrong’s voice traffic and interconnections with other carriers. I certify to the accuracy of this information, to the best of my knowledge.

This statement supports two separate Form 505s filed by Armstrong. The first Form 505, designated as Armstrong Rebuttal 505-1, identifies 239 challenged census blocks which Armstrong “serves” (as that term is defined in the Bureau’s June 20 Public Notice). In these blocks Armstrong is: (1) offering voice and broadband service; (2) has voice and broadband-capable physical assets in the block; and, (3) has a current or former customer. The second Form 505, designated as Armstrong Rebuttal 505-2, identifies the 76 challenged census blocks in which Armstrong has deployed voice and broadband-capable physical assets, and offers voice

and broadband service. Armstrong serves these blocks with broadband and voice service, even though it does not have current or former customers in the block. In all of the census blocks identified in Response 505-1 and 505-2, Armstrong has deployed physical facilities and offers broadband and voice services that meet the price and performance metrics established by the Commission.

A. Description of Evidence

Additional evidence supporting Armstrong's challenge is included in appendices 2-5. Appendix 2 contains maps of those census blocks where Armstrong has current or former customers. The maps are generated on Google Earth software,¹ which identifies the location of each census block within state and local boundaries.² In addition, the number of active or former customers is identified in each census block. There are 2 maps, one for each of the price cap carriers in whose territory Armstrong is challenging a census block designation.

Appendix 3 contains a copy of Armstrong's current open Internet policy and disclosure statement. This document sets forth the terms of Armstrong broadband service and includes results for quarterly testing which the Company performs for speed, latency and usage allowances. The latest test results are shown on page 34, which reveals that the Company's "Zoom" offering provides broadband of actual speeds at 10.2 Mbps (down) / 3.2 Mbps (up), at latency of 30.1 ms, at a non-promotional price below the FCC benchmark rate. In addition, page 29 of the statement reveals that the Company meets usage allowance standards. As such, Armstrong satisfies the broadband performance and pricing metrics.

¹The Google Earth software application can be downloaded at:
<http://www.google.com/earth/download/ge/agree.html>.

²Reviewing parties can simply click on the files to open them and scroll into the census block that Armstrong is challenging. Each census block is marked in red and encoded in a manner that permits the viewer to "left click" on each census block to reveal the block's FIPS code and the number of Armstrong's active/inactive data and voice customers in that block.

Appendix 4 contains a copy of an advertisement for Armstrong voice service which runs in the geographic areas covering the census blocks in Armstrong's response filing. Armstrong offers voice service available in all of its service areas. The voice service is an unlimited voice package that offers local, long distance and six of the most popular features. Armstrong offers this voice service on a standalone basis or bundled with our video and broadband products. The attached advertisement provides the details of the services and pricing.³

Appendix 5 contains a copy of an advertisement for Armstrong broadband service which also runs in the geographic areas covering the census blocks in Armstrong's response filing. As with voice, Armstrong offers broadband service in all of its service areas. Armstrong offers this service on a standalone basis or bundled with video and voice products.

Thus, the information in these appendices establishes that the broadband and voice services offered in all of these blocks meet the performance and pricing metrics set forth under Commission rules. Specifically, the broadband service is provided: at speeds of at least 4 Mbps downstream and 1 Mbps upstream; with a minimum usage allowance of at least 100 GB/month; at a round-trip latency of 100 ms or less; at a price that is reasonably comparable to rates in urban areas, which is consistent with the Commission's findings in the recent Measuring Broadband America report.⁴ The voice service is offered at a price that is reasonably comparable to, or below, rates in urban areas. Armstrong expects to continue to meet the price and usage metrics over the next five years.

³The vast majority, more than 75%, of Armstrong voice customers purchase the service bundled with Internet or video service, at non-promotional rates below the FCC benchmark rate. The advertised rate for voice services shown in Appendix 4 of Armstrong's filing is a rate for voice service that includes unlimited local, long-distance and numerous features. The allocated non-promotional rate for local-only voice service, when unbundled from unlimited long-distance and associated features, is \$29.95, which is below the benchmark rate.

⁴See *2014 Measuring Broadband America Fixed Broadband Report*; A Report on Consumer Fixed Broadband Performance in the U.S.; Office of Engineering and Technology and Consumer and Governmental Affairs Bureau at 16 (updated June 18, 2014).

B. Response to CenturyLink Challenge

In its Form 505, CenturyLink challenges the designation as served of 280 census blocks that the National Broadband Map has identified as served by Armstrong, claiming that Armstrong does not offer voice service in these blocks.⁵ In support of its challenge of these Armstrong blocks, CenturyLink has submitted “Exhibit 6”, consisting of a summary description of a geographic analysis performed by GeoResults, Inc., an explanation of that analysis, and two declarations. According to GeoResults, the basis of its analysis is a series of proprietary databases. Neither CenturyLink nor GeoResults has provided access to these databases or any information about how their underlying source data is collected and verified. Therefore, neither Armstrong nor the Bureau is able to evaluate the accuracy of this data or the resulting analysis. Unlike a porting analysis, whose results Armstrong could theoretically verify, GeoResults’ analysis is not transparent and cannot be independently tested or verified by any third-party or the Commission.

GeoResults’ analysis appears to rest in particular on the data contained in two proprietary non-public databases maintained by GeoResults and identified as “National Cable MSO Boundary Database” and “National Cable MSO Overbuilder Database.” GeoResults has not disclosed the sources of information on which these databases are populated or maintained. Nevertheless, there is no reason to believe that this data is more accurate than Armstrong’s own data about the location and extent of its network and service offerings. Armstrong’s evidence, including network maps, service statements and advertising, demonstrates that it does offer broadband and voice in 315 of the census blocks at issue. The Bureau should therefore find that

⁵CenturyLink’s Form 505 and supporting materials were not filed with the Commission until August 28, two full weeks after the August 14 deadline. The Bureau should therefore reject the challenge and supporting evidence as not timely filed.

Armstrong's knowledge of its own network and evidence relating to its provision of service to 315 of the census blocks at issue holds more weight than CenturyLink's summary of a vendor's analysis.

C. Response to Windstream Challenge

In its Form 505, Windstream challenges the designation of 351 census blocks that the National Broadband Map has identified as served by Armstrong, claiming that Armstrong does not offer voice service or broadband service in these blocks. In support of its challenge of these Armstrong blocks, Windstream has submitted a three-page declaration from its Vice President of Analytics. In this declaration, Windstream claims that it has conducted a porting analysis as well as an IP traffic analysis, each of which supports its challenge of Armstrong's census blocks.

According to Windstream the company analyzed its own porting data for the 12-month period between July 2013 through June 2014, and apparently concluded that no customers had requested a port to Armstrong during this period. Even if the results of this analysis are accurate, Windstream's ultimate conclusion is not. The markets in which Armstrong and Windstream compete are mature, with wireline customers changing service relatively infrequently.⁶

Because Windstream's porting analysis covered only 12 months, it was not sufficiently broad in scope to include porting to Armstrong that occurred at any point within the last four to five years, as Armstrong built its customer base of voice subscribers. In the *CAF Phase I Challenge Order*, the Bureau identified 18 months as the *minimum* length of time on which valid porting evidence could be based and noted that any rebuttal evidence offered by a competitor

⁶See *Review of the Section 251 Unbundling Obligations of Incumbent Local Exch. Carriers*, 18 FCC Rcd 16978, ¶ 94 (rel. 2003) (recognizing the maturity of the market as an important consideration in weighing evidence).

was sufficient to rebut the price cap LECs' porting evidence.⁷ More significantly, the Bureau noted that for purposes of evidentiary analysis the Bureau "assign[s] very little comparative weight to [] porting analysis."⁸

Windstream's assertion that they have not ported telephone numbers in these areas is simply not indicative or determinative of whether Armstrong provides broadband (or voice) service in these areas. As this Commission has already recognized, the lack of porting activity may be the result of several factors. In Armstrong's case, they include: (1) because Armstrong began offering voice services in 2005 the level of penetration has remained consistent for approximately four years. As a result, the market for voice services in the areas served by Armstrong is mature with relatively low "churn" for voice service customers. As a result, voice customers in these areas do not frequently switch service providers and, therefore do not require any porting. Had Windstream conducted a porting analysis that captured a broader period of time, say 60 months, it would have revealed significantly greater amounts of porting in these census blocks. (2) A percentage of Armstrong voice subscribers use so-called "native" numbers which do not require any porting activity. (3) A significant number of Armstrong customers only purchase the company's broadband service on a stand-alone basis, without bundling the service with voice services. This occurs for a growing number of consumers who have "cut the cord" in order to rely on mobile voice service providers exclusively, or simply when the consumer wishes to retain plain old telephone service from the incumbent. Regardless of the cause, the lack of porting activity in these census blocks does not establish that these areas are not served by broadband.

⁷*In the Matter of Connect America Fund*, 29 FCC Rcd 181, ¶ 8, n. 16 (rel. Jan. 10, 2014).

⁸*Id.*

Windstream's IP traffic analysis is even more problematic. Windstream has refused to share any information about the analysis beyond its own summary, so Armstrong can rely only on this summary in its rebuttal. Windstream relied on a "well-known" but undisclosed vendor to analyze IP traffic, in particular, IP traffic from Windstream to Internet service providers, including Armstrong, identified in the National Broadband Map. Windstream apparently concluded that if it found no IP traffic from its customers to IP addresses associated with these ISPs, then those ISPs were not actually providing service. This conclusion is faulty for several reasons. First, every ISP has different policies on the management of IP addresses. Armstrong's assigned IP addresses in ARIN's databases are not designated by census block, but instead are generally associated with one of the company's several hubsite locations. After initial assignment to such locations the IP address may be re-assigned to another location although the company does not routinely update the ARIN database. As a result, the database may not accurately reflect the geographic location of a particular assigned IP address. Second, given that IP addresses for a given customer change on a regular basis Windstream's reliance on some kind of alleged geo-coding process to track specific locations by census block is highly questionable.

More significantly, the Windstream "analysis" fails to account for the fact that under the Bureau's own formulation, census blocks may be served where there is either a current or *former* customer of voice or broadband services.⁹ As such, there may be "served" census blocks where Armstrong has a former broadband or voice customer. In those situations, there would necessarily be no IP traffic given that there are no current broadband customers in the block. Second, in those situations where Armstrong has a current voice customer (but does not have a current broadband customer) there will be no IP traffic in the block that falls within the scope of

⁹See *Wireline Competition Bureau Provides Guidance Regarding Phase II Challenge Process*, Public Notice, 29 F.C.C. Rcd. 7505, ¶ 9, n.18 WCB rel. June 20, 2014).

Windstream's analysis because voice customers don't generate IP traffic (within the manner described in Windstream's "analysis"). Third, Windstream's analysis does not account for those census blocks where Armstrong has deployed facilities and is offering voice and broadband services, but does not have a current or former customer. In those so-called "serviceable" census blocks, which the Bureau has decided should be treated as served for purposes of this analysis,¹⁰ there would be no IP traffic because there are no customers generating such traffic. Nonetheless, in all of the circumstances described above, Armstrong serves the census block for purposes of this CAF Phase II proceeding. Because Windstream's IP traffic analysis does not answer the question of whether these blocks are served the Commission should disregard this analysis.. Finally, the Commission must conclude that the declarations put forward by the price cap LECs are not probative evidence and should be afforded very little, if any, weight in this proceeding. The price cap LECs' declarations share several traits: (1) both lack transparency in that they do not reveal any of the underlying data, assumptions or core analysis which form the basis for the declarants' assertions regarding broadband and voice coverage; (2) in both cases none of the underlying data or assumptions has been made available to the Commission or any participants in this proceeding, and therefore cannot be independently tested, verified, or challenged.

The Commission cannot make important evidentiary decisions based on evidence which is withheld from affected parties. As the Commission has explained on many occasions, "[t]ransparency is important to Commission processes, ..."¹¹ Indeed, the Bureau itself recognized that the interests of "transparency and accessibility" are imperative to ensure a fair and open process and specifically discouraged parties from filing evidence as confidential, or

¹⁰See Public Notice, Wireline Competition Bureau, Replies Sought in Connect America Phase II Challenge Process, WC Docket No. 10-90, DA 14-1397 (rel. Sept. 26, 2014).

¹¹*In the Matter of Connect Am. Fund*, 29 F.C.C. Rcd. 181, ¶ 14 (rel. Jan. 10, 2014).

otherwise withheld from public disclosure.¹² This is consistent with Commission precedent, which has consistently ruled that specific evidence offered into a record is more probative, and should be afforded greater weight, than that which is only offered in summary form and which is neither transparent nor accessible to the Commission or other interested parties.¹³

Armstrong's evidence, including network maps, service offerings and advertising is more probative than the declarations relied upon by CenturyLink and Windstream. Armstrong's evidence specifically demonstrates that it does offer broadband and voice in the census blocks at issue, and should be afforded greater weight than CenturyLink and Windstream's non-transparent and unsupported declarations. The Bureau should therefore find that Armstrong's knowledge of its own network and evidence relating to its provision of service holds more weight than Windstream's faulty conclusions.

¹²*Wireline Competition Bureau Provides Guidance Regarding Phase II Challenge Process*, Public Notice, 29 F.C.C. Rcd. 7505, ¶ 21 (WCB rel. June 20, 2014) ("In the interest of transparency and accessibility, parties should publicly file their evidence unless there is a specific reason for not filing publicly.").

¹³*See, e.g., In Re Applications of Mcclenahan Broad., Inc. Spectrum Broad. Corp. Commc'n Audio Video Corp. for A Constr. Permit for New Fm Station, Channel 298a, Charlottesville, Virginia*, 5 F.C.C. Rcd. 7269, ¶ 8 (1990) ("Probative evidence, the Commission has held, necessarily includes something more than the self-serving, uncorroborated statement of the individual responsible for the certification"); *In the Matter of Commc'ns Satellite Corp., Comsat Int'l Commc'ns, Inc., Comsat Tech. Products, Inc., & Am. Satellite Co., d/b/a Contel Asc Application for Consent to Transfer Control of & to Reissue Comm'n Authorizations Equatorial Commc'n Servs., & Am. Satellite Co., d/b/a Contel Asc Application for Consent to Transfer Control*, 3 F.C.C. Rcd. 7277, ¶ 19 (1988) ("bald unsupported assertions" are not probative evidence); *In the Matter of Application by Bell Atl. New York for Authorization Under Section 271 of the Commc'ns Act to Provide in-Region, Interlata Serv. in the State of New York*, 15 F.C.C. Rcd. 3953, ¶ 296 (1999) ("the weight we accord to conflicting pieces of evidence here flows directly from our assessment of the probative value of each of those pieces of evidence.").

**CONFIDENTIAL INFORMATION – SUBJECT TO PROTECTIVE ORDER
IN WC DOCKET NOS. 10-90, 07-135, 05-337, 03-109, GN DOCKET NO. 09-51,
CC DOCKET NOS. 01-92, 96-45, T DOCKET NO. 10-208
BEFORE THE FEDERAL COMMUNICATIONS COMMISSION**

APPENDIX 2

to

**Armstrong Utilities, Inc. CAF Phase II Response Filing
WC Docket No. 14-93; DA 14-942, 14-1397**

CONFIDENTIAL Appendix 2 is filed on disk with the Commission

APPENDIX 2

to

Armstrong Utilities, Inc. CAF Phase II Challenge Filing

WC Docket No. 14-93; DA 14-942

Maps of Census Blocks Identified in Armstrong Phase II Challenge

Partial Disclosure Statement: The evidence submitted confidentially by Armstrong in this Appendix constitutes maps of each of the challenged census blocks, organized by the price cap carrier territory, with corresponding information regarding the number of Armstrong customers in each census block. This confidential evidence demonstrates that Armstrong serves the census blocks identified in these maps.

Challenged census blocks - CenturyLink territory

REDACTED – FOR PUBLIC INSPECTION



CenturyLink20141020
143143Redacted.kmz

Challenged census blocks - Windstream territory

REDACTED – FOR PUBLIC INSPECTION



Windstream20141020
143143Redacted.kmz

NOTE: To open map file please use the “open attachment” command in the Adobe toolbar.

APPENDIX 3

to

Armstrong Utilities, Inc. CAF Phase II Response Filing
WC Docket No. 14-93; DA 14-942, 14-1397

OPEN INTERNET POLICY AND DISCLOSURE STATEMENT

OPEN INTERNET REFERENCE SHEET

Table of Contents

I.	In General.....	4
II.	Payment Terms	4
A.	In General	4
B.	Payment Method	6
C.	Payment Default	7
II.	Prohibited Uses of the Services; Acceptable Use Policy	8
A.	In General	8
B.	If You Are a Commercial Customer	9
C.	If You Are a Residential Customer	9
D.	No Unauthorized Devices	9
E.	Acceptable Use Policy	10
1.	In General	10
2.	Objectionable Content	10
3.	End Users.....	11
4.	No Tampering or Interference	11
5.	No Illegal, Fraudulent, or Deceptive Use	11
6.	No Intellectual Property Infringement.....	12
7.	No Unsolicited Advertising; No Telemarketing; No Harvesting	13
8.	No Threats, Harassment, or Objectionable Material	13
9.	No Harm to Minors and Other Third Parties	13

10.	No Hacking.....	13
11.	No System Disruption	14
12.	No Impersonation or Forgery; No Changes to Internet Protocol	14
13.	No Equipment Tampering; No Software Distribution	15
14.	No Spamming or Similar Activities	15
15.	No Abuse of Newsgroups and Compliance with Third Party Policies.....	16
16.	No Excessive Use of Bandwidth	16
17.	No Viruses	17
18.	No Multiple Access	17
III.	Copyright and Trademark	17
A.	Armstrong’s Copyrights and Trademarks	17
B.	Digital Millennium Copyright Act.....	18
C.	Materials that You Publish.....	19
IV.	Privacy Policy	20
A.	In General.....	20
B.	Information That Armstrong May Collect and Maintain	21
C.	Uses for Customer Information; Disclosure of Customer Information.....	22
D.	Retention of Customer Information	23
E.	No Knowing Collection of Information From Children	24
F.	Customer May Inspect Files	24
G.	Customer’s Remedies.....	24
H.	Limitations; Privacy Policies of Third Parties	24
V.	Third-Party Software	25

VI.	Additional Terms and Conditions	25
A.	In General	25
B.	Equipment	26
C.	Installation; Maintenance; Removal.....	26
1.	File Modification	26
2.	Viruses	26
3.	Port Filtering.....	27
4.	Email Addresses; Internet Addresses	27
5.	Search Guide.....	27
6.	Email Retention	28
7.	Deletion	28
D.	End User Licenses	28
E.	Bandwidth Usage Limits.....	29
a.	Cable Modems.....	29
b.	Other Modems	30
c.	All Modems.....	30
F.	Browser Messaging.....	31
G.	Security.....	31
H.	Network Management	32
I.	Speeds	32
VI.	Questions; Complaint.....	33

I. In General

Armstrong complies with the FCC regulations pertaining to open internet (also known as the net neutrality rules). With that goal in mind, Armstrong is providing certain information to You in this summary, which You may find helpful. Some of this information can be found in, or is more fully explained in, the Armstrong Terms and Conditions of Use of Services and Products, (the “Agreement”), which can be found at <http://www.armstrongonewire.com/support/policies/>, and by which You agree to be bound by subscribing to, using, or paying for the Service(s). A reference has been included in the information below where it may be helpful for You to read the relevant section in the Agreement. The information provided below is merely a summary – You are encouraged to read the Agreement in its entirety. Capitalized terms that are not defined in this Open Internet Reference Sheet are defined in the Agreement.

[Back to Top](#)

II. Payment Terms

A. In General

Unless You and Armstrong have executed a written agreement to the contrary, the Service(s) are provided to You on a month-to-month basis. You will generally be billed monthly, in advance, for recurring Service Fees. Some non-recurring Service Fees, such as fees for bandwidth usage, will be billed after Your use of such Service(s). Your first or last bill may be pro-rated if Your installation or disconnection occurs in the middle of a billing cycle. Depending on when in the billing cycle Your installation occurs, Your first bill may include pro-rated charges from the date You began receiving Service(s) as well as the Service Fees for the following month.

If You receive Service(s) under a promotion, You understand that You will be billed the regular Service Fees after the promotional period ends.

If You exceed the bandwidth usage limit applicable to Your Service(s), You will be billed for such excess use in accordance with Armstrong’s then-current pricing. See the Agreement section entitled Bandwidth Usage Limits for more details.

You agree to pay all Service Fees as they become due. You acknowledge and agree that You are solely responsible for all charges incurred on Your Account or by or through Your use of the Service(s), including, without limitation, all orders for premium or additional services placed by Persons other than You, (including Persons under the age of 18).

Service Fees may be subject to change, including retroactively, if You or someone else (regardless of whether that someone else was authorized) uses Your residential Service(s) for commercial purposes. In such event, You will be responsible for the difference in Service Fees as it relates to such usage. You will also be responsible for indemnifying Armstrong for all claims, costs, expenses, penalties, and damages incurred by Armstrong as a result of such misuse (including reasonable attorney's fees).

You agree that Your use of the Service(s) may incur charges in addition to the Service Fees. Such charges may include, but are not limited to, charges from third parties, which may either be paid by You separately to such third party or may be reflected on the billing statement provided to You by Armstrong for the Service(s). Regardless of how such charges are billed and paid, You are solely responsible for the payment of all third party charges and applicable taxes incurred by You in connection with the use of the Service(s).

Armstrong will determine when to assess Service Fees. Failure to include all or part of such Service Fees in any particular billing statement does not waive Armstrong's ability to include all or any part of such Service Fees in any other billing statement. You will receive a billing statement from Armstrong periodically, in such frequency and in such manner as Armstrong may determine. Amounts reflected on such billing statements as due are to be paid in full no later than the date indicated on such billing statement. If You make partial payments, and if Armstrong accepts such partial payments, Armstrong may apply the payments in any manner to any amounts outstanding. Armstrong's acceptance of a partial payment does not constitute a waiver by Armstrong of the remaining balance.

If You, in good faith, dispute all or a portion of the Service Fees or any other charges identified in Your billing statement, You must still timely pay the undisputed portion of the amount due. You must notify Armstrong of any billing errors or make other requests for credit within (i) sixty (60) days from the date of the Armstrong billing statement containing the disputed charge, or, if You do not receive a billing statement, the date such charge was posted to Your online account, or (ii) the time period required by Law if such time period is greater than sixty (60) days. If You fail to notify Armstrong of such dispute within the time period outlined above, You will have waived any dispute. To the extent You opt out of receiving written billing statements, You acknowledge that You do so for Your own convenience. You also acknowledge that You are solely responsible for monitoring Your account, either online or by contacting customer service, to the same extent as if You received written or electronic monthly billing statements.

Armstrong reserves the right to change its prices and fees at any time, with or without notice to You. If Armstrong chooses to provide notice of a change in prices or fees, such notice may be posted on the Website or another Armstrong owned or controlled website or may be provided to you in hard or soft copy. Not all fees apply to all services

comprising the Service(s). Pricing information for the Service(s) can be found at <http://www.armstrongonewire.com/>.

Upon termination of the Service(s) and return of all Armstrong Equipment undamaged, (normal wear and tear excluded), You will be credited on a pro-rata basis for any monthly Service Fees prepaid and unused. See the Agreement section entitled Termination for more details.

If the Service(s) are disconnected for nonpayment, You may be required to pay a reconnect fee in addition to all past due charges before the Service(s) are reconnected.

[Back to Top](#)

B. Payment Method

You will pay Armstrong in immediately available funds using one or more payment methods that Armstrong may offer from time to time. Armstrong may change the acceptable methods of payment from time to time.

If Armstrong does not receive timely payment, You agree to pay all amounts due, including any late charges which Armstrong may impose, upon demand. See the Agreement section entitled Payment Default for further details.

You are solely responsible for protecting the security of Your personal information which You provide to any third parties in connection with payment transactions.

If You pay by credit card or through any other third party, including, but not limited to, CheckFree or Online Resources, Your payment will be governed by the card issuer agreement for that card or other agreement relating to the third party service, and You must refer to that agreement for Your rights and liabilities.

If You make payment(s) by check, You authorize Armstrong to collect Your check electronically. If Your check is returned for non-sufficient funds, if permitted by Law or any applicable Tariff or other regulatory process, Armstrong may charge You \$25. You may not amend or modify the Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements written, typed on, or accompanying checks or other payments accepted by Armstrong; any such notations will have no legal effect.

Armstrong contracts with a third party vendor to provide its Electronic Payment Program. See the Agreement section entitled Electronic Payment Program for more details.

[Back to Top](#)

C. Payment Default

Armstrong does not extend credit to its customers and expects You to pay for the Service(s) in a timely manner. Any late fee or other fee, charge, or assessment that Armstrong may impose due to Your failure to pay Your bill in a timely manner is liquidated damages intended to be a reasonable estimate of Armstrong's costs resulting from late payments or non-payments.

In addition to the other remedies provided for in the Agreement or under law or equity, if You fail to pay any amount due to Armstrong or if any such payment is not in accordance with the terms of the Agreement, Armstrong may do any or all of the following:

- Suspend Your Service(s), without liability or penalty, until You pay all amounts due. Upon Armstrong's receipt of such payment and any other fees or charges assessed for the reconnection of the Service(s), the Service(s) will be restored within five (5) business days; and / or
- Charge You a set fee as permitted by Law and in accordance with Armstrong's then current list of prices and penalties.

In addition to all other sums payable under the Agreement, You will reimburse Armstrong for the reasonable costs and expenses incurred by Armstrong in connection with all actions taken to enforce collection or to preserve and protect Armstrong's rights under the Agreement, whether by legal proceedings or otherwise, including, without limitation, reasonable attorneys' fees, court costs, collection agency fees, and other expenses.

In the event that any balance is more than ninety (90) days in arrears, or in the event that You are more than thirty (30) days in arrears more than three (3) times in any twelve (12) month period, Armstrong will be entitled to (i) terminate the Agreement and the provision of the Service(s) immediately upon notice to You, in which case any and all monies that are due to Armstrong for the balance of the then-current term will become immediately due and payable and Armstrong will be entitled to collect such sum, and / or (ii) pursue any other remedies which may be available to it under law or equity. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.

See the [Agreement](#) for further details. Scroll through the table of contents and click on the section entitled "Payment Default."

[Back to Top](#)

II. Prohibited Uses of the Services; Acceptable Use Policy

A. In General

You will not use the Armstrong Equipment or the Service(s), directly or indirectly, for any unlawful purpose. Use of the Armstrong Equipment or Service(s) in violation of any Law is strictly prohibited.

You will not, and You will not permit any other Person to,

- Service, alter, modify, or tamper with the Armstrong Equipment or Service(s) (other than an Armstrong employee or authorized agent);
- Restrict, inhibit, or otherwise interfere with the ability of any other Armstrong customer or other authorized Person to use or enjoy the Armstrong equipment or service(s) which they are entitled to use or enjoy;
- Knowingly disrupt the Service(s) or the service(s) provided to other Armstrong customers or other authorized Persons; or
- Resell or redistribute the Service(s) or otherwise charge others to use the Service(s), in whole or in part, directly or indirectly, on a bundled or unbundled basis. The limitation on resale or redistribution of access includes, but is not limited to, use of the internet service for operation as an internet service provider or other hosting applications such as the provision of email, FTP, Telnet, Rlogin, email hosting, web hosting or other similar access, regardless of whether such use is for personal use or for use by any business enterprise. The foregoing restriction will not apply to You if, and to the extent that, You and Armstrong have entered into a Reseller Agreement or a Commercial Service Agreement that permits You to resell or redistribute the Service(s).

You acknowledge that You agreed to the Agreement on behalf of all Persons that use the Armstrong Equipment and / or the Service(s) through any Customer Equipment or Your Account. You have the sole responsibility for ensuring that all such other users understand and comply with the terms of the Agreement. You further acknowledge and agree that You are solely responsible and liable for any and all breaches of the Agreement, whether such breach is the result of the use of the Service(s) and / or Armstrong Equipment by You or by any other user of Your Account or the Customer Equipment.

Armstrong has the right, but not the obligation, to monitor and / or investigate any violation or alleged violation of the Agreement and to take any steps it deems necessary or desirable to prevent violations of the Agreement from occurring or continuing.

See the [Agreement](#) for further details on prohibited uses. Scroll through the table of contents and click on the section entitled “Prohibited Uses of the Service(s) and Armstrong Equipment.”

[Back to Top](#)

B. If You Are a Commercial Customer

The Service(s) are for Your business use only and are to be used solely in Your business enterprise and not in any Private Residence. You acknowledge that certain features of the Service(s) that are available to residential customers are not available to You.

[Back to Top](#)

C. If You Are a Residential Customer

The Service(s) are for Your personal, non-commercial use only and are to be used solely in a Private Residence and not in a commercial setting. You expressly agree that any programming provided with the Service(s) will be utilized solely for Your personal, non-commercial use and will not be duplicated except as may be permitted by applicable Law and with Armstrong’s prior written approval.

Any commercial use of the Service(s) is strictly prohibited and, in addition to all Service Fees, Armstrong may charge You for making commercial use of the Service(s). In addition, Armstrong may suspend or terminate Your Service(s). You will be responsible for indemnifying and holding Armstrong harmless from any and all claims, fees, penalties, expenses, or other charges incurred by Armstrong as a result of Your prohibited use of the Service(s) (including reasonable attorney’s fees).

[Back to Top](#)

D. No Unauthorized Devices

You agree that You will not attach, or permit any other Person to attach, any unauthorized device to Armstrong’s network, the Armstrong Equipment, or the Service(s). You further agree that You will not attach, or permit any other Person to attach, any equipment or device to Armstrong’s network, the Armstrong Equipment, or the Service(s) which impairs the integrity of the network, degrades the network’s signal quality or strength, or creates signal leakage. If You engage in any of the above

activities, Armstrong may terminate Your Service(s) and You will indemnify Armstrong for any liability, damages, or costs (including attorney's fees and disbursements) incurred by Armstrong as a result of such unauthorized or interfering attachments.

[Back to Top](#)

E. Acceptable Use Policy

1. In General

The Acceptable Use Policy is part of the Agreement and governs Your use of the Service(s). The information provided about the Acceptable Use Policy is a summary.

You can find further information in the [Agreement](#). Scroll through the table of contents and click on the section entitled "Acceptable Use Policy."

This Acceptable Use Policy is designed to help protect the Service(s), Armstrong's customers, and other users of similar services from irresponsible or illegal activities.

Armstrong may immediately terminate the Agreement and the Service(s) if You engage in any of the activities prohibited by this Acceptable Use Policy. You agree to indemnify and hold harmless Armstrong against any and all claims and expenses (including reasonable attorney's fees) resulting from Your, or anyone with access to Your Service(s), engaging in any of the prohibited activities or violating any applicable Laws.

[Back to Top](#)

2. Objectionable Content

You acknowledge that some portions of the Service(s) may be used to view or transmit content that You may find offensive, objectionable, or inappropriate for viewing by other Persons, such as adult images and other material that may be sexually explicit, obscene, offensive, or otherwise unsuitable for minors under the age of 18 or any other Persons or materials that may violate laws, rules, or regulations or that may violate Your protected rights or the rights of others. ARMSTRONG ASSUMES NO RESPONSIBILITY FOR THIS CONTENT OR MATERIAL and, if You or another Person using Your Service(s) accesses such material You or the other Person does so at Your / his / her / its own risk. You agree that the supervision of use of the Service(s) by any Person, including a minor, is Your responsibility and that Armstrong is not responsible for access by You or any other users to objectionable or offensive content. ARMSTRONG WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY

YOU OR ANOTHER PERSON. Questions or complaints about such content should be addressed to the content provider.

Armstrong provides certain features that allow You to limit access to certain kinds of content. If You would like to know about such features or have questions about applying such features, please call an Armstrong customer service representative for assistance.

[Back to Top](#)

3. *End Users*

You are responsible for any misuse of the Service(s), whether by authorized or unauthorized end users. Therefore, You must take steps to ensure that others do not gain unauthorized access to the Service(s). You are solely responsible for the security of: (i) any device You choose to connect to the Service(s), including any data stored or shared on that device; and (ii) any access point to the Service(s).

[Back to Top](#)

4. *No Tampering or Interference*

You will not, and You will not permit others to, restrict, inhibit, or otherwise interfere with, the ability of any other Person to use or enjoy the Armstrong Equipment or the Service(s).

You will not, and You will not permit others to, provide network services to others via the Service(s).

You will not, and You will not permit others to, permit the connection of the internet Service and any Armstrong Equipment to any computer or other internet-ready device located outside of the Premises.

You will not, and You will not permit others to, service, alter, modify, tamper with, disassemble, or reverse engineer, to the extent applicable, the Armstrong Equipment or any Service(s) or permit any other Person who is not authorized by Armstrong to do the same and then, only to the extent so authorized in writing.

5. *No Illegal, Fraudulent, or Deceptive Use*

You will not, and You will not permit others to, use the Armstrong Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, transmission or storage of any information, data, or material in violation of any Law, or to engage in any conduct that may constitute a criminal offense or give rise to civil

liability, or could otherwise violate a local, state, federal, or international law, order, or regulation.

You will not, and You will not permit others to, use the Service(s)

- To violate any applicable Law, nor any applicable regulations, orders, or similar authorities (including, but not limited to, the Children's Online Privacy Protection Act);
- To undertake any conduct that may give rise to civil or criminal liability; or
- For any other improper purpose.

For purposes of illustration and in no way limiting the foregoing, You will not, and You will not permit others to, use the Service(s) to commit a crime, act of terrorism, fraud, or deception, or to plan, encourage, or help others to commit a crime, act of terrorism, fraud, or deception.

You will not, and You will not permit others to, post or transmit any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

[Back to Top](#)

6. *No Intellectual Property Infringement*

You will not, and You will not permit others to, use the Service(s) to send or receive any information which infringes, dilutes, misappropriates, or otherwise violates the patents, trademarks, copyrights, trade secrets, or proprietary rights of any other Person, including, without limitation, those of Armstrong. This includes, but is not limited to, digitization of music, movies, photographs, or other copyrighted materials or software.

You will not, and You will not permit others to, upload, post, publish, transmit, reproduce, create derivative work from, disassemble, reverse engineer, or distribute in any way, information, software, or other material, which is protected by copyright or other proprietary right, without obtaining the permission of the owner.

[Back to Top](#)

7. No Unsolicited Advertising; No Telemarketing; No Harvesting

You will not, and You will not permit others to, use the Service(s) to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to any Person except in those areas and on those websites that are designated for such a purpose.

You will not, and You will not permit others to, use the Service(s) to participate in the collection of large numbers of email addresses, screen names, or other user information (without such user's prior consent), or participate in any other action or activity which could constitute spidering or harvesting. You will not, and You will not permit others to, use the Service(s) to use software, including spyware, which facilitates such activities.

[Back to Top](#)

8. No Threats, Harassment, or Objectionable Material

Except in each case to the extent permitted by applicable Law, You will not, and You will not permit others to, use the Service(s) to transmit or receive any material that threatens or encourages bodily harm or destruction of property, which harasses, abuses, defames, libels, slanders, or invades the privacy of any other Person, which is obscene, indecent, pornographic, sadistic, cruel, racist in content, or of a sexually explicit or graphic nature, or which espouses, promotes, or incites bigotry, hatred, or racism or is otherwise unlawful.

[Back to Top](#)

9. No Harm to Minors and Other Third Parties

You will not, and You will not permit others to, use the Service(s) to harm or attempt to harm a minor (any person under the age of 18) or other third-party, which may include, but is not limited to, using the Service(s) to send or receive pornographic, obscene, or profane materials.

[Back to Top](#)

10. No Hacking

You will not, and You will not permit others to, use the Service(s) to access the computers, accounts, equipment, systems, networks, software, or data of others or to attempt to penetrate security measures of the Service(s)' systems or the systems of another Person or to cause a disruption of the Service(s) to another Person without the knowledge and consent of such Person. You will not, and You will not permit others to,

use tools designed for compromising security of the Service(s)' systems, such as password-guessing programs, cracking tools, packet sniffers, or network probing tools. You will not, and You will not permit others to, access or attempt to access any other Person's computer, software, or data without the knowledge and consent of such Person. You will not, and You will not permit others to, gain access, or attempt to gain access, to the private systems or data of Armstrong or any third party without the prior consent of Armstrong or the third party, as applicable.

[Back to Top](#)

11. No System Disruption

You will not, and You will not permit others to, use the Service(s) to disrupt any services or equipment of Armstrong or other Armstrong customers.

You will not, and You will not permit others to, use the Service(s) to disrupt any other services, including but not limited to the services of internet service providers through including, without limitation, posting or transmitting any information or software that contains a virus or other malware or generating levels of traffic sufficient to impede others' ability to send or retrieve information including, without limitation, email bombing, news bombing, or the use of mass mailing programs. For the avoidance of doubt, email bombing constitutes sending more than ten (10) similar messages to the same email address and news bombing constitutes sending more than 5Mb of data to a newsgroup.

You will not, and You will not permit others to, subscribe to any email list or service on behalf of a third party without that third party's consent.

You will not, and You will not permit others to, disrupt or interfere with the normal operation of Armstrong's systems, networks, or activities in any way that adversely affects the ability of other Persons or systems to use Armstrong's services or the internet, including, but not limited to, (i) denial of service attacks, (ii) flooding of networks, (iii) attempts to overload a service, and (iv) attempts to cause system crashes. You will not use any unauthorized program to connect to any internet relay chat service, including, but not limited to, IRC bots or clonebots.

[Back to Top](#)

12. No Impersonation or Forgery; No Changes to Internet Protocol

You will not, and You will not permit others to, impersonate, nor allow others to impersonate, another user, falsify Your or another's user name, account number,

company name, age, or identity in connection with the use of the Service(s) or engage in any similar fraudulent activity, such as phishing. You will not, and You will not permit others to, forge any communication originating or passing through any medium made available by the Service(s), including, but not limited to, the falsification, alteration, or removal of message headers.

You will not, and You will not permit others to, access and / or use the Service(s) with anything other than a dynamic internet protocol (IP) address that adheres to the dynamic host configuration protocol (DHCP). You will not, and You will not permit others to, configure the Service(s) or any Armstrong Equipment, Customer Equipment, or other equipment to access or use a static IP address or use any protocol other than DHCP unless You subscribe to a Service that expressly permits You to do so.

[Back to Top](#)

13. No Equipment Tampering; No Software Distribution

You will not, and You will not permit others to, service, alter, modify, or tamper with any Armstrong Equipment or Service(s) or permit any other Person to do the same without Armstrong's prior authorization.

You will not, and You will not permit others to, copy, distribute, or sublicense any proprietary software provided in connection with the Service(s) by Armstrong or any third party (with the exception of one copy for back-up / disaster recovery purposes).

You will not, and You will not permit others to, distribute software programs that make unauthorized changes to other software (e.g. cracking).

[Back to Top](#)

14. No Spamming or Similar Activities

You will not, and You will not permit others to, use the Service(s) to send unsolicited messages or materials, bulk email, or other forms of solicitation to ten (10) or more destinations, or any series of unsolicited electronic messages to a single destination (either of which will be deemed to be spamming). Armstrong reserves the right to determine whether any such posting or transmission constitutes unsolicited messages or materials and may limit, delay, not deliver, block, filter, or delete excessive emails or emails with an excessive number of recipients or large attachments. This prohibition against spamming is designed to maintain the quality of the Service(s) for all customers. You are responsible for maintaining confirmed opt-in records and must provide them to Armstrong upon request. The term "opt-in" means that a recipient has signed up for mailings voluntarily. You will not, and You will not permit others to, use the Service(s)

for purposes similar to spamming, such as flaming or denial or distributed denial of service attacks.

You will not, and You will not permit others to, use the Service(s) to collect responses from unsolicited bulk messages.

[Back to Top](#)

15. No Abuse of Newsgroups and Compliance with Third Party Policies

You will not, and You will not permit others to, post a similar item to more than six (6) newsgroups or mailing lists. You will not, and You will not permit others to, post or transmit any private, third party email to any newsgroup or mailing list without the explicit approval of the sender. If You use the Service(s) to access chat areas, bulletin boards, USENET, or other services which promulgate rules, guidelines, or agreements governing the use of such services, You must adhere to such rules, guidelines, or agreements.

You will not, and You will not permit others to, install auto-responders, cancel bots, or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others. You will not, and You will not permit others to, engage in any of the above activities using the service of another provider but channeling such activities through an Armstrong account or a re-mailer, or using an Armstrong account as a mail draft for responses.

Armstrong reserves the right to discontinue access to any USENET newsgroup at any time for any reason.

[Back to Top](#)

16. No Excessive Use of Bandwidth

You will not, and You will not permit others to, use an excessive amount of bandwidth over any network infrastructure for internet access or other functions using public network resources. Excessive usage may negatively impact the services provided to You and to other customers and places a heavy burden on Armstrong's network, especially during peak usage hours.

Your bandwidth usage will be considered excessive if it exceeds the limits outlined in the section of the Agreement entitled Bandwidth Usage Limits.

Armstrong may investigate any bandwidth usage to determine whether such usage is in violation of the Agreement and therefore subject to suspension or termination.

[Back to Top](#)

17. No Viruses

You will not, and You will not permit others to, use the Service(s) to transmit computer viruses, worms, Trojan horses, or other harmful software programs. You will use standard practices to prevent the transmission of such viruses or other harmful software.

[Back to Top](#)

18. No Multiple Access

You may not maintain more than one simultaneous connection to each service comprising the Service(s), to an internet relay chat group, or to a newsgroup. At no time can there be simultaneous use of the same username and password combination. You will not use software or any device that would allow Your Account to stay logged on while you are not actively using the Service(s) or use the Account for the purpose of operating a server of any type.

[Back to Top](#)

III. Copyright and Trademark

A. Armstrong's Copyrights and Trademarks

All documents and information posted to the Website or by Armstrong on any website owned or controlled by Armstrong are copyrighted materials of Armstrong. Such documents and information may not, under any circumstances, be resold or redistributed for any kind of compensation without the prior written consent of Armstrong. Requests for permission to reproduce or redistribute materials should be sent to info@zoominternet.net.

The ARMSTRONG name and logo and all related product and service names, design marks, and slogans are the trademarks, service marks, or registered trademarks of Armstrong. You may not use any trademark or service mark owned by Armstrong without the prior written consent of Armstrong. All other products, trademarks, and service marks contained on websites owned or controlled by Armstrong are the products, trademarks, or service marks of their respective owners. You may not use any such other trademarks or service marks without the prior written consent of such mark's owner.

You may not “frame,” or otherwise incorporate into another website or service, any of the content of the Website or any other website owned or controlled by Armstrong or any other intellectual property of Armstrong without Armstrong’s prior written consent.

[Back to Top](#)

B. Digital Millennium Copyright Act

Armstrong complies with the Digital Millennium Copyright Act and the Online Copyright Infringement Liability Limitation Act. As required by OCILLA, Armstrong has a policy that reserves its right to suspend and / or terminate services to subscribers who repeatedly infringe copyrights. In the event that Armstrong receives a determination that any subscriber or account holder has infringed another’s copyright through the use of Armstrong’s system or network, Armstrong reserves the right to suspend and / or terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber.

Armstrong accommodates, and does not interfere with, standard technical measures to identify and protect copyrighted works, subject to the limitations of the DMCA and OCILLA. Such accommodation and non-interference is in accordance with reasonable network management procedures.

Notices related to claimed copyright infringements should be directed to the following designated agent:

Copyright Team
Armstrong Utilities, Inc.
437 North Main Street
Butler, Pennsylvania 16001
1-855-357-3215
dmca_notice@zoominternet.net

Under the DMCA, anyone who knowingly makes a misrepresentation regarding alleged copyright infringement may be liable to Armstrong, the alleged infringer, and the affected copyright owner for any damage incurred in connection with the misrepresentation.

Many copyright infringement notices encourage the subscriber to contact the copyright holder (or the copyright holder’s agent) to discuss the alleged copyright infringement in order to come to a resolution or settlement. Armstrong does not write these notices or participate in the settlement. Armstrong has no relationship with the copyright holder (or the copyright holder’s agent). Armstrong has no insight into the legitimacy of any infringement notice or the legitimacy of any settlement offer or other resolution and cannot answer questions about the notice or any such offer. If You receive a notice or

infringement or an offer to settle, You are free to contact the copyright holder (or the copyright holder's agent) if You so choose. Armstrong cannot contact the copyright holder (or the copyright holder's agent) for You.

It is not uncommon for a subscriber to receive a copyright infringement notice for activities that the subscriber may not know took place. These activities can take place due to a virus or other malware, an unsecured network, or an unauthorized user. Note that You are responsible for all activities that occur with the use of Your Service(s). If You receive a copyright infringement notice for an activity that You did not know took place, Armstrong encourages You to use a virus detection program, engage a computer security professional, or take any other measure(s) that You may deem appropriate in order to secure Your computer and other Customer Equipment and the Armstrong Equipment.

If You receive a notice of copyright infringement and you believe in good faith that the notification is a misrepresentation, You can file a counter-notification that complies with the requirements of the DMCA. Counter-notices should be directed to the following designated agent:

Copyright Team
Armstrong Utilities, Inc.
437 North Main Street
Butler, Pennsylvania 16001
1-855-857-3215
copyrightinfringement@agoc.com

In all events, You agree that Armstrong will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

[Back to Top](#)

C. Materials that You Publish

Armstrong does not claim any ownership of any material that You publish, transmit, or distribute using the Service(s). By using the Service(s) to publish, transmit, or distribute material, You represent and warrant that the material complies with the provisions of this Agreement. You acknowledge that material that You publish, transmit, or distribute may be copied, republished, retransmitted, or redistributed by third parties and You agree to indemnify, defend, and hold harmless Armstrong for any harm resulting from these actions.

[Back to Top](#)

IV. Privacy Policy

A. *In General*

The Privacy Policy is part of the Agreement and governs Your use of the Service(s). The information provided about the Privacy Policy is a summary.

You can find further information in the [Agreement](#). Scroll through the table of contents and click on the section entitled “Privacy Policy.”

Armstrong has a firm commitment to privacy. The Privacy Policy was created to help You understand what kind of information Armstrong collects as well as how Armstrong collects and uses Your personal information. Except as otherwise set forth herein, the following limitations apply independently to each of the services that constitute the Service(s).

As a cable operator, Armstrong is subject to certain federal and state laws, rules, and regulations regarding the storage, usage, and disclosure of Customer Information. Section 631 of the Cable Act requires Armstrong to provide certain notices to its customers at the time a customer enters into an agreement with Armstrong to provide any cable or other service, and at least once a year during each year that such customer subscribes to such services from Armstrong. Such notices must include the following:

- The nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- The nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of person to whom the disclosure may be made;
- The period during which such information will be maintained by the cable operator;
- The times and places at which the subscriber may have access to such information;
- The limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of Section 631 of the Cable Act to enforce such limitations.

[Back to Top](#)

B. Information That Armstrong May Collect and Maintain

Armstrong may collect and maintain the following Customer Information regarding You and Your use of the Service(s):

- Your name, address(es), telephone number(s), email address(es), and other identifying information;
- Billing records concerning payment of the Service Fees and other applicable charges, which may include credit card or bank account information;
- Records of reported trouble or communication with respect to the Service(s) or Armstrong Equipment;
- Letters or other correspondence received from You;
- Records of IP addresses that may be assigned to equipment connected to Your Service(s) from time to time;
- Call detail records;
- Records necessary to provide the Service(s) to You, such as the information necessary to provide an on-demand program and to bill You for such program, if applicable;
- Information regarding Your use of bandwidth, both uploading and downloading, which is necessary for Armstrong to manage its network, including management of congestion.

If You subscribe to cable services, the Cable Act prohibits Armstrong from using the Service(s) to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned, except for such information as is necessary to render cable service or other service provided by Armstrong to the subscriber or to detect the unauthorized reception of the Service(s). Armstrong may electronically test any system from time to time to determine whether You are being properly billed for the Service(s) that You are receiving.

[Back to Top](#)

C. Uses for Customer Information; Disclosure of Customer Information

Customer Information is used to provide the Service(s) and collect Service Fees or other charges owed.

Armstrong will not intentionally disclose Customer Information except:

- To the extent necessary to conduct Armstrong's business, including (i) the provision of the Service(s) to You, including billing, maintenance or other service calls, marketing of new products that might interest you, and network management, and (ii) the collection of unpaid Service Fees or other charges, in which case it might be disclosed to collection agents, attorneys, or courts;
- To respond to court orders or legal process of any kind, including any administrative agency, or to establish or exercise its legal rights or defend against legal claims, or to respond to subpoenas or warrants that are valid where issued;
- To the extent Armstrong believes it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities (including unauthorized reception of services), suspected fraud, situations involving potential threats to the physical safety of any Person, violations of this Agreement, including this Privacy Policy, or as otherwise required or permitted by Law;
- With advertising companies who deliver ads to Armstrong for use on the Website or other websites owned or controlled by Armstrong and their respective content, who may use cookies to uniquely distinguish Your web browser to keep track of information relating to Your web browser, and who may collect and use information under their own privacy policies.

A governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order, (i) such governmental entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case and (ii) the subject of the information is afforded the opportunity to appear and contest such entity's claim. However, some investigations are governed by rules which prohibit Armstrong from informing the subscriber of any disclosure of personally identifiable information.

A non-government entity may obtain personally identifiable information concerning a subscriber pursuant to a court order, in which case Armstrong is required to notify the subscriber of the court order.

In certain instances, third party service providers may transmit, collect, and store personally identifiable information on Armstrong's behalf to provide certain features of the Service(s). These third parties are not permitted to use such personally identifiable information except as necessary to provide the relevant features.

Armstrong may also combine personally identifiable information which is collected pursuant to this Agreement with personally identifiable information obtained from third parties for purpose of creating enhanced databases or business records. Armstrong may use such databases or business records for marketing or other activities related to the provision of the various services offered by Armstrong from time to time. Armstrong may also maintain records of research concerning subscriber satisfaction and viewing habits.

Armstrong may sometimes disclose Your personally identifiable information to its Affiliates or to others who work for Armstrong. Armstrong may also disclose Your personally identifiable information to professional advisors (e.g. auditors, accountants, or attorneys), service providers and other vendors, potential business merger, acquisition, or sale partners, and regulators. Any such disclosures are made in accordance with the Cable Act, typically because they are necessary to conduct a legitimate business activity or because they are required by Law or legal process.

[Back to Top](#)

D. Retention of Customer Information

Generally, Armstrong will retain Customer Information as long as the Customer is an Armstrong customer and for such time thereafter as may be necessary to conduct Armstrong's business or as otherwise required or permitted by Law.

Some Customer Information (e.g., IP logs, maintenance records) may be retained for a shorter period of time depending on storage capacity, legal requirements, and Armstrong's document retention policy. For example, records pertaining to a piece of Armstrong Equipment that has been replaced with new equipment may be discarded before Your other Customer Information is discarded.

[Back to Top](#)

E. No Knowing Collection of Information From Children

Armstrong does not knowingly collect personally identifiable information from children under the age of thirteen (13) and does not wish to collect any such information. Federal law requires web site operators who collect personal information from children under the age of thirteen (13) to first get parental consent. Children should always get permission from their parents before sending any information about themselves (such as their names, email addresses, and phone numbers) over the internet, to Armstrong or to anyone else.

[Back to Top](#)

F. Customer May Inspect Files

Armstrong's files that identify the Customer personally may be inspected by the Customer at Armstrong's local business office, by appointment, during normal business hours (Monday through Friday, 08:00am Eastern Standard Time to 04:30pm Eastern Standard Time). The Customer must present appropriate proof of identity (such as a driver's license, passport, or other government issued picture identification document) before the Customer can access such files.

[Back to Top](#)

G. Customer's Remedies

If You feel that Your privacy rights have been violated by any Armstrong action, please contact the Armstrong customer service department in order to resolve Your question or concern.

Additionally, to the extent such dispute is not subject to arbitration pursuant to this Agreement, Section 631 of the Cable Act provides that any Person aggrieved by any act of a cable operator in violation of such section may bring a civil action in a United States district court and such court may award (i) actual damages but not less than liquidated damages computed at the rate of \$100 per day for each day of violation or \$1,000, whichever is higher, (ii) punitive damages, and (iii) reasonable attorneys' fees and other litigation costs reasonably incurred. The remedy provided in this section shall be in addition to any other lawful remedy available to a cable subscriber.

[Back to Top](#)

H. Limitations; Privacy Policies of Third Parties

This Privacy Policy governs only information that is collected by Armstrong in connection with the provision of the Service(s) to You. The Website, other websites

owned or controlled by Armstrong, and / or the Service(s) may include features of other providers or links to other websites whose privacy policies Armstrong does not control, including but not limited to the privacy policies of third parties that provide products or services to You. This Privacy Policy does not govern information which may be collected through any of such third parties or their respective products or services, even if such products or services are accessed through any of the Service(s) and even if such products or services are co-branded with an Armstrong product or service. Your accessing of such features or websites and Your use of such third-party products or services is governed by the privacy policy(s) (if any) of the applicable third-party(s), which may be different (in some cases significantly different) from this Privacy Policy. You are responsible for reading, understanding, and accepting the privacy policies of such other products, services, or websites.

[Back to Top](#)

V. Third-Party Software

Your use of the Service(s) may require or permit You to obtain software and / or applications owned and licensed by third parties. Armstrong makes no representation or warranty that any software or application installed on Customer Equipment, downloaded from or through the Service(s) or available through the internet is appropriate for Your use and does not contain a virus or other harmful feature. The use of such software and applications and Your rights with respect to such software and applications are governed by the applicable license agreement between You and the third party owner or licensor of such software or application. You are responsible for reviewing and understanding such rights and complying with the terms of such license agreement. ARMSTRONG WILL HAVE NO LIABILITY FOR ANY DAMAGE OR LOSS CAUSED BY ANY SOFTWARE OR APPLICATION OWNED BY, AND / OR LICENSED TO YOU BY, A THIRD PARTY AND YOU WILL INDEMNIFY AND HOLD ARMSTRONG HARMLESS FOR ANY LOSS OR DAMAGE INCURRED BY ARMSTRONG AS A RESULT OF A BREACH BY YOU OF THE LICENSE AGREEMENT GOVERNING SUCH SOFTWARE OR APPLICATION.

[Back to Top](#)

VI. Additional Terms and Conditions

A. In General

If You have subscribed for the provision of internet services by Armstrong, these special terms and conditions, together with the rest of the [Agreement](#) and such other applicable terms and conditions as described therein, apply and govern the provision of Armstrong's internet services to You, and Your and any other person's use of such internet services.

For additional details on these special terms and conditions applicable to internet service, please see the [Agreement](#). Scroll through the table of contents and click on the section entitled “Special Terms and Conditions for Certain Services.”

[Back to Top](#)

B. Equipment

From time to time, Armstrong may provide You with new or refurbished Internet Equipment.

In order to use the internet service, Your Customer Equipment may need to meet certain minimum system requirements, which Armstrong may change from time to time.

[Back to Top](#)

C. Installation; Maintenance; Removal

1. File Modification

Installation of Internet Equipment, including if installation of an Ethernet card is required, may require Armstrong, its agents or employees, to have access to Customer Equipment, which may result in modifications to the Customer Equipment. Such modifications may disrupt the normal operations of the Customer Equipment. Armstrong does not represent, warrant, or covenant that such modifications will not disrupt or interrupt the Customers Equipment. For these and other reasons, Armstrong recommends that You backup all files prior to installation of the internet service or any Armstrong Equipment, including, without limitation, any Internet Equipment. If You do not backup all existing files, You accept the associated risk of such a decision, such as loss of files, software, or data.

[Back to Top](#)

2. Viruses

Armstrong may run third-party virus check software on the Customer Equipment prior to installing an Ethernet card on the Customer Equipment. Armstrong does not represent, warrant, or covenant that the virus check software will detect or correct any or all viruses. In addition, software, patches, or other content received or accessed from the internet service can contain viruses or other harmful features. It is Your sole responsibility to take the appropriate precautions to protect Your software, files, and data from damage as a result of any such virus or other malware. If a virus or other malware is detected and You do not eradicate it to Armstrong’s satisfaction, then Armstrong may immediately

terminate its provision of the internet service. Armstrong will have no liability whatsoever for any damage, loss, or destruction of any software, files, or data resulting from any virus or other malware.

[Back to Top](#)

3. *Port Filtering*

Armstrong is committed to providing a secure internet experience. To protect its network and customers, it blocks certain ports. Ports 25, 67, 135-142, 161-162, 445, and 520 are blocked. Blocking these ports reduces network congestion and protects customers against common viruses and worms, malicious intruders, and other security exploits. Email hosting is only permitted at the Zoom Enterprise level of service.

[Back to Top](#)

4. *Email Addresses; Internet Addresses*

Armstrong provides You with a number of email addresses based on the service level that You purchased. Such email addresses are provided by Armstrong based on availability. Your use of the internet service does not give You any ownership or other rights to any addresses provided to You by Armstrong or provided by Armstrong to any other customer, including but not limited to internet protocol addresses, email addresses, and web addresses. Armstrong may modify or change addresses at any time with or without notice and will in no way be liable to You for any loss or claim related thereto.

[Back to Top](#)

5. *Search Guide*

Search Guide is a feature that makes finding a website easier and more convenient. It is designed to provide helpful results when a search term is entered into the browser address bar or a website error is detected. Armstrong does not track internet activity through this tool. Search Guide simply redirects queries to a useful search results page instead of a cryptic error message page or browser-defined page. Customers wishing to opt out of the Search Guide feature may do so at any time by visiting the preferences page at <http://autosearch.zoominternet.net/prefs.php>.

[Back to Top](#)

6. Email Retention

If You do not access Your email account for a period of one hundred eighty (180) days, Armstrong may disable that email account without prior notice to You. After three hundred sixty (360) days, Armstrong may delete the contents of that email account, if any. Armstrong may disable any issued email address that has never been accessed by You after ninety (90) days and delete it after two hundred seventy (270) days. Once deleted, an email address will be available for reassignment to other customers.

Although Armstrong reserves the right to delete or disable the email account and related email content as described herein, Armstrong will not be liable to You or any third-party for its decision to delete, disable, or reassign, or to refrain from deleting or disabling any such email account and related email content or reassigning the email account to You or any other customer. Armstrong is not responsible for any loss of any kind due to the deletion of an email account and related email content or reassignment of the email account.

[Back to Top](#)

7. Deletion

Armstrong may delete all data, files, electronic messages, or other information that is stored in Armstrong's home network's servers or system when Your Account with Armstrong is terminated for any reason.

[Back to Top](#)

D. End User Licenses

You will comply with the terms and conditions of all end user license agreements accompanying any software, downloads, or plug-ins to such software or downloads distributed or used in connection with the internet services, including, without limitation, any third-party end user license agreements, as such agreements may be amended from time to time pursuant to their respective terms. All such agreements are incorporated into this Agreement by reference. All such end user licenses will automatically terminate upon termination of this Agreement. You will remove from the Customer Equipment or otherwise destroy all versions and copies of all software, downloads, or plug-ins which You received in connection with this Agreement.

[Back to Top](#)

E. Bandwidth Usage Limits

1. Cable Modems

Excessive usage negatively impacts the Service(s) provided to You and to other customers and creates a costly burden on the network, especially during peak hours. Therefore:

Residential internet bandwidth usage is limited as follows:

Product	Express > Pro	Essentials > Enterprise
If You subscribe to internet service and both cable and telephone service	300 GB	500 GB
If You subscribe to internet service and either cable or telephone service	250 GB	450 GB
If You subscribe to internet service only	200 GB	400 GB

Commercial internet bandwidth usage is limited as follows:

Product	Express > Pro
If You subscribe to internet service and both cable and telephone service	300 GB
If You subscribe to internet service and either cable or telephone service	250 GB
If You subscribe to internet service only	200 GB

Additional bandwidth usage will be billed in arrears at a rate of ten dollars (\$10) per 50 GB. Alternatively, You may choose to pre-purchase additional bandwidth capacity at a discounted rate. The current pre-purchase options are as follows:

GB	Retail	Pre-Paid	Savings
100	\$20	\$15	25%
250	\$50	\$35	30%
500	\$100	\$65	35%

For the purpose of billing, all usage will be rounded to the nearest full gigabyte (GB). Unused allotments cannot be applied to past or future billing cycles and will not be pro-rated.

[Back to Top](#)

2. Other Modems

You will not use an excessive amount of bandwidth over any network infrastructure for internet access or other functions using public network resources. Excessive usage negatively impacts the Service(s) provided to You and to other customers and creates a costly burden on the network, especially during peak hours. Armstrong reserves the right to suspend or terminate Your Service(s) if it determines that Your bandwidth usage is excessive.

Your use will be considered “excessive” if it significantly exceeds the usage of the average customer (excluding those customers with cable modems) during the same billing period.

[Back to Top](#)

3. All Modems

You may monitor Your internet usage by logging into Your Account at www.armstrongonewire.com. You will be able to see Your internet usage compared to an average for all customers. Except for certain network communications traffic, all traffic to Your Armstrong modem(s) is measured. If You subscribe to telephone service as part of Your Service(s) and have a combined telephone and internet modem (sometimes called an MTA), Your telephone usage is not included in the measurement of Your bandwidth usage.

[Back to Top](#)

F. Browser Messaging

From time to time, Armstrong may utilize technology to present important messages to its customers by redirecting a customer's website request to an Armstrong-controlled website containing a message. Among other messages, Armstrong may use browser messaging to notify You if You have reached a certain threshold of bandwidth usage (e.g. 50%, 75%, 100%). You may not opt out of this notification method and You must use Armstrong's Domain Name Services (DNS) to access the notification. To continue to Your originally-requested website, You must acknowledge and accept the message by clicking the "Acknowledge" button. Depending on Your system and Customer Equipment, accepting the message may require You to restart Your web browser.

[Back to Top](#)

G. Security

You acknowledge that use of the internet service is subject to the risk of eavesdropping and other methods of remote access. The possibility exists that others may be able to access and / or monitor Your equipment, computer, transmissions, and receptions. You acknowledge that this risk exists, that You are solely responsible for ensuring that others not gain unauthorized access to the internet service, and that any sensitive or confidential information sent by You is sent at Your sole risk. You are also advised that, when using the internet service to access the internet or any other online network or service, certain transfer protocols, i.e., FTP (File Transfer Protocol) and HTTP (Hyper Text Transfer Protocol), may permit other internet users to gain access to Your equipment. If You choose to run such transfer protocols or systems, You should take appropriate security measures. Armstrong will not have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such actions by You. Further, if You are participating in the internet service using more than one computer (or other internet-enabled device) or enabling capabilities such as file sharing, print sharing, or other capabilities permitting users to gain access to Your equipment, including the internet connection, You acknowledge and agree that You do so at Your own risk and peril and that Armstrong will not have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such action or failure to act, by You.

[Back to Top](#)

H. Network Management

Armstrong may determine the nature and extent of its facilities allocated to support the internet service including, but not limited to, the amount of bandwidth to be utilized in conjunction with the internet service.

Armstrong may manage its networks as it sees fit in order to ensure that all customers enjoy a good internet experience. Armstrong may use various tools and techniques that are generally accepted in the industry in order to manage its networks reasonably, efficiently, and effectively and to ensure compliance with this Agreement.

These tools and techniques may permit Armstrong to manage congestion, manage application-specific behaviors, address harmful or unwanted traffic, prevent the transfer of unlawful content, prevent the unlawful transfer of content, and address other security and network integrity issues. These may include, but are not limited to, detecting malicious traffic patterns, spam filtering, preventing the distribution of viruses or other malware, and other reasonable management of network resources as Armstrong may determine is appropriate from time to time. These may also include end-user interactive tools and techniques such as parental controls. The tools and techniques that Armstrong uses may change from time to time, as the challenges and threats to the internet and its uses also change.

Note that reasonable network management includes those techniques and actions necessary for Armstrong to comply with its various legal requirements, including, but not limited to, any techniques and actions used to assist law enforcement agencies / personnel and / or used to detect, prevent, or deter copyright or other intellectual property infringement or the theft of Service(s). Reasonable network management also includes those techniques and actions that permit Armstrong to grant priority access to emergency response agencies / personnel during disaster relief and other emergency response efforts, or to other public safety, emergency response, or security agencies / personnel for other emergency communications.

Additional information regarding Armstrong's network management practices can be found at: <http://www.armstrongonewire.com/policies/openinternetpolicy.pdf>.

[Back to Top](#)

I. Speeds

Armstrong provides several levels of internet products for both residential and commercial customers. Upload and download speeds vary among the products.

Generally, the higher-level products have faster speeds. Additional information regarding the average speed of Armstrong's internet products can be found at: <http://www.armstrongonewire.com/policies/openinternetpolicy.pdf>.

Notwithstanding the foregoing, You acknowledge that the actual upload or download speed that You experience at any given time may vary, may be different than the speed that You usually experience, and may not meet the minimum advertised speed for the product to which You subscribe. Upload and download speeds can vary for a variety of reasons, including, but not limited to, the size of the file, the congestion of the traffic of other internet users in Your area, the availability of certain servers or other routers, and weather conditions. For example, You may experience slower speeds during the evening, when many users are online, than you would during mid-morning. Likewise, You may experience slower speeds during severe storms or other emergencies when certain infrastructure may be impaired or non-operational or when emergency response traffic may be given priority. Many of these circumstances are beyond Armstrong's control. Armstrong does not guarantee or warrant that You will be able to obtain a certain speed at any given time.

[Back to Top](#)

VI. Questions; Complaint

Several sections of the Agreement provide specific processes for You to ask questions, file a complaint, or otherwise request some form of response to a problem. If You cannot find an answer to Your question or solution for Your problem in the Agreement, on the Website, or on www.armstrongonewire.com or www.armstrongmywire.com, or if You feel that Armstrong is in violation of the Agreement, please contact the customer service department at 1-877-486-4666 or Armstrong Customer Services, 437 North Main Street, Butler, Pennsylvania 16001.

[Back to Top](#)

Armstrong Utilities, Inc.

Service Tier	Zoom Express	Zoom	Zoom Pro	Zoom Business Essentials	Zoom Enterprise
Service Description	Connect with friends and family through email and social networking.	Watch videos, share photos with friends and family, and listen to Internet radio at the speed you need.	Great for gaming. Download movies, enjoy multi-player games and upload photos and video clips to Facebook and You Tube at incredibly fast speeds.	Do even more with your connection. Download HD movies and large files fast! Enjoy online gaming even more with one of our fastest speeds available.	Ultra fast downloading, online gaming and HD streaming. Own the competition with the fastest connection in your neighborhood.
Advertised Speed	Up to .768 Mb/s download x .256 Mb/s upload	Up to 10 Mb/s download x 2 Mb/s upload	Up to 15 Mb/s download x 3 Mb/s upload	Up to 30 Mb/s download x 5 Mb/s upload	Up to 50 Mb/s download x 5 Mb/s upload
Actual Speed	.81 Mb/s download x .27 Mb/s upload	10.2 Mb/s download x 3.2 Mb/s upload	15.9 Mb/s download x 4.8 Mb/s upload	30.7 Mb/s download x 5.1 Mb/s upload	53 Mb/s download x 6.1 Mb/s upload
Maximum Roundtrip Latency (delay)	26.8 ms	30.1 ms	39.75 ms	37.7 ms	29.9 ms
Minimum Reliability/Uptime	99%	99%	99%	99%	99%
	Testing performed between the hours of 7-11pm EST in MD, OH, PA and WV at http://speedtest.zoominternet.net . Minimum Reliability / Uptime excludes scheduled maintenance and system upgrades.				
Service Terms	FAILURE OR INTERRUPTION OF SERVICE: In the event Armstrong fails to provide Service for twenty-four (24) consecutive hours and Subscriber provides Armstrong with written notice within forty-eight (48) hours after such failure, Armstrong shall credit Subscriber's account with an amount equal to one-thirtieth (1/30) of the recurring monthly charge then payable by Subscriber; provided, however, such credit shall not be given and Armstrong shall not otherwise be liable for any such failure if due to acts of God, strikes, emergencies, mechanical failure, regulatory or governmental action, action or inaction by Subscriber, its licensees, contractors, employees or agents, a breach of this Agreement by Subscriber and any other cause beyond Armstrong's reasonable control. In no event shall Armstrong be liable for incidental, consequential or special damages arising out of or relating to this Agreement. If the Service is no longer available to Armstrong for any other reason, Armstrong shall have the right to terminate this Agreement with thirty (30) days notice to the Subscriber.				
Promotional Price*	Free Installation	\$15.95/month for 6 months, Free Installation	\$25.95/month for 6 months, Free Installation	Free Installation	Free Installation
Standard Price*	\$26.95/month	\$44.95/month	\$59.95/month	\$89.95/month	\$119.95/month
Service Limits (list all traffic management techniques)	None	None	None	None	None
Other Fees					
Taxes & Fees	Sales tax, franchise fees where applicable, vary by location				
Installation Fee*	\$99.95	\$99.95	\$99.95	\$99.95	\$99.95
Additional outlet / modem relocation fee*	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
Non-Returned Equipment Fee	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Static IP*	\$5.00/month	\$5.00/month	\$5.00/month	\$5.00/month	\$5.00/month
Contract Term	At will, customer may cancel at anytime				
Service Technology	DOCSIS 1.0/ 1.1 / 2.0 / 3.0 HFC	DOCSIS 1.0/ 1.1 / 2.0 / 3.0 HFC	DOCSIS 1.0/ 1.1 / 2.0 / 3.0 HFC	DOCSIS 3.0 HFC	DOCSIS 3.0 HFC
Legal and Privacy Policies	http://www.ArmstrongOneWire.com/policies				

*Rates are for new residential customers only. Some restrictions may apply. Commercial rates are not published online for competitive reasons. Interested parties may obtain rates by calling 1-877-277-5705.

Service Tier	Zoom Express	Zoom
Service Description	Connect with friends and family through email and social networking.	Watch videos, share photos with friends and family, and listen to Internet radio at the speed you need.
Advertised Speed	Up to .768 Mb/s download x .256 Mb/s upload	Up to 10 Mb/s download x .512 Mb/s upload
Actual Speed	.7 Mb/s download x .2 Mb/s upload	9.9 Mb/s download x .6 Mb/s upload
Maximum Roundtrip Latency (delay)	33 ms	43 ms
Minimum Reliability/Uptime	99%	99%
	<i>Testing performed between the hours of 7-11pm EST at http://speedtestny.zoominternet.net. Minimum Reliability / Uptime excludes scheduled maintenance and system upgrades.</i>	
Service Terms	FAILURE OR INTERRUPTION OF SERVICE: In the event Armstrong fails to provide Service for twenty-four (24) consecutive hours and Subscriber provides Armstrong with written notice within forty-eight (48) hours after such failure, Armstrong shall credit Subscriber's account with an amount equal to one-thirtieth (1/30) of the recurring monthly charge then payable by Subscriber; provided, however, such credit shall not be given and Armstrong shall not otherwise be liable for any such failure if due to acts of God, strikes, emergencies, mechanical failure, regulatory or governmental action, action or inaction by Subscriber, its licensees, contractors, employees or agents, a breach of this Agreement by Subscriber and any other cause beyond Armstrong's reasonable control. In no event shall Armstrong be liable for incidental, consequential or special damages arising out of or relating to this Agreement. If the Service is no longer available to Armstrong for any other reason, Armstrong shall have the right to terminate this Agreement with thirty (30) days notice to the Subscriber.	
Promotional Price	\$15.95/month for 6 months, Free Installation	\$15.95/month for 6 months, Free Installation
Standard Price	\$26.95/month	\$39.95/month
Service Limits (list all traffic management techniques)	None	None
Other Fees		
<i>Taxes & Fees</i>	USF	USF
<i>Installation Fee</i>	\$7.00	\$7.00
<i>Non-Returned Equipment Fee</i>	\$100.00	\$100.00
<i>Static IP</i>	\$20.00/month	\$20.00/month
Contract Term	At will, customer may cancel at anytime	
Service Technology	ADSL 2+	ADSL 2+
Legal and Privacy Policies	http://www.ArmstrongOneWire.com/policies	

Service Tier	Zoom
Service Description	Watch videos, share photos with friends and family, and listen to Internet radio at the speed you need.
Advertised Speed	Up to 4 Mb/s download x .512 Mb/s upload
Actual Speed	3.9 Mb/s download x .5 Mb/s upload
Maximum Roundtrip Latency (delay)	83 ms
Minimum Reliability/Uptime	99%
	<i>Testing performed between the hours of 7-11pm EST at http://speedtest.zoominternet.net. Minimum Reliability / Uptime excludes scheduled maintenance and system upgrades.</i>
Service Terms	FAILURE OR INTERRUPTION OF SERVICE: In the event Armstrong fails to provide Service for twenty-four (24) consecutive hours and Subscriber provides Armstrong with written notice within forty-eight (48) hours after such failure, Armstrong shall credit Subscriber's account with an amount equal to one-thirtieth (1/30) of the recurring monthly charge then payable by Subscriber; provided, however, such credit shall not be given and Armstrong shall not otherwise be liable for any such failure if due to acts of God, strikes, emergencies, mechanical failure, regulatory or governmental action, action or inaction by Subscriber, its licensees, contractors, employees or agents, a breach of this Agreement by Subscriber and any other cause beyond Armstrong's reasonable control. In no event shall Armstrong be liable for incidental, consequential or special damages arising out of or relating to this Agreement. If the Service is no longer available to Armstrong for any other reason, Armstrong shall have the right to terminate this Agreement with thirty (30) days notice to the Subscriber.
Promotional Price	\$15.95/month for 6 months, Free Installation
Standard Price	\$39.95/month
Service Limits (list all traffic management techniques)	None
Other Fees	
<i>Taxes & Fees</i>	USF
<i>Installation Fee</i>	\$8.00
<i>Non-Returned Equipment Fee</i>	\$100.00
<i>Static IP</i>	\$20.00/month
Contract Term	At will, customer may cancel at anytime
Service Technology	ADSL 2+
Legal and Privacy Policies	http://www.ArmstrongOneWire.com/policies

Service Tier	Zoom
Service Description	Watch videos, share photos with friends and family, and listen to Internet radio at the speed you need.
Advertised Speed	Up to 5 Mb/s download x .512 Mb/s upload
Actual Speed	4.9 Mb/s download x .48 Mb/s upload
Maximum Roundtrip Latency (delay)	66 ms
Minimum Reliability/Uptime	99%
	<i>Testing performed between the hours of 7-11pm EST at http://speedtest.zoominternet.net. Minimum Reliability / Uptime excludes scheduled maintenance and system upgrades.</i>
Service Terms	FAILURE OR INTERRUPTION OF SERVICE: In the event Armstrong fails to provide Service for twenty-four (24) consecutive hours and Subscriber provides Armstrong with written notice within forty-eight (48) hours after such failure, Armstrong shall credit Subscriber's account with an amount equal to one-thirtieth (1/30) of the recurring monthly charge then payable by Subscriber; provided, however, such credit shall not be given and Armstrong shall not otherwise be liable for any such failure if due to acts of God, strikes, emergencies, mechanical failure, regulatory or governmental action, action or inaction by Subscriber, its licensees, contractors, employees or agents, a breach of this Agreement by Subscriber and any other cause beyond Armstrong's reasonable control. In no event shall Armstrong be liable for incidental, consequential or special damages arising out of or relating to this Agreement. If the Service is no longer available to Armstrong for any other reason, Armstrong shall have the right to terminate this Agreement with thirty (30) days notice to the Subscriber.
Promotional Price	\$15.95/month for 6 months, Free Installation
Standard Price	\$39.95/month
Service Limits (list all traffic management techniques)	None
Other Fees	
<i>Taxes & Fees</i>	USF
<i>Installation Fee</i>	\$8.00
<i>Non-Returned Equipment Fee</i>	\$100.00
<i>Static IP</i>	\$20.00/month
Contract Term	At will, customer may cancel at anytime
Service Technology	ADSL 2+
Legal and Privacy Policies	http://www.ArmstrongOneWire.com/policies

Service Tier	Zoom
Service Description	Watch videos, share photos with friends and family, and listen to Internet radio at the speed you need.
Advertised Speed	Up to 10 Mb/s download x .512 Mb/s upload
Actual Speed	10.5 Mb/s download x .44 Mb/s upload
Maximum Roundtrip Latency (delay)	46.3 ms
Minimum Reliability/Uptime	99%
	<i>Testing performed between the hours of 7-11pm EST at http://speedtest.zoominternet.net. Minimum Reliability / Uptime excludes scheduled maintenance and system upgrades.</i>
Service Terms	FAILURE OR INTERRUPTION OF SERVICE: In the event Armstrong fails to provide Service for twenty-four (24) consecutive hours and Subscriber provides Armstrong with written notice within forty-eight (48) hours after such failure, Armstrong shall credit Subscriber's account with an amount equal to one-thirtieth (1/30) of the recurring monthly charge then payable by Subscriber; provided, however, such credit shall not be given and Armstrong shall not otherwise be liable for any such failure if due to acts of God, strikes, emergencies, mechanical failure, regulatory or governmental action, action or inaction by Subscriber, its licensees, contractors, employees or agents, a breach of this Agreement by Subscriber and any other cause beyond Armstrong's reasonable control. In no event shall Armstrong be liable for incidental, consequential or special damages arising out of or relating to this Agreement. If the Service is no longer available to Armstrong for any other reason, Armstrong shall have the right to terminate this Agreement with thirty (30) days notice to the Subscriber.
Promotional Price	\$15.95/month for 6 months, Free Installation
Standard Price	\$39.95/month
Service Limits (list all traffic management techniques)	None
Other Fees	
<i>Taxes & Fees</i>	USF
<i>Installation Fee</i>	\$5.00
<i>Non-Returned Equipment Fee</i>	\$100.00
<i>Static IP</i>	\$20.00/month
Contract Term	At will, customer may cancel at anytime
Service Technology	ADSL 2+
Legal and Privacy Policies	http://www.ArmstrongOneWire.com/policies



Service Levels

Bundle & Save
Television
Telephone
Internet
Service Levels
Home Network
Internet Security
Additional Services
Wireless Locations

Choose the Zoom service level that's right for you

Zoom Express	Zoom	Zoom Pro	Zoom Pro II	Zoom Pro III	Zoom Pro IV
\$26.95/mo Shop Now	\$44.95/mo Shop Now	\$59.95/mo Shop Now	\$89.95/mo Shop Now	\$119.95/mo Shop Now	\$149.95/mo Shop Now
Best for email, social networking, online shopping 1.5 Mb/s Download 512 kb/s Upload 3 Email Accounts Trend Micro for up to 3 computers ZoomShare not available	Best for sharing photos, downloading music and video 15 Mb/s Download 3 Mb/s Upload 6 Email Accounts Trend Micro for up to 6 computers ZoomShare add \$5.00/mo	Best for streaming video, online gaming 30 Mb/s Download 3 Mb/s Upload 10 Email Accounts Trend Micro for up to 10 computers ZoomShare add \$5.00/mo	Best for streaming HD video, online gaming, multiple devices 50 Mb/s Download 5 Mb/s Upload 15 Email Accounts Trend Micro for up to 15 computers ZoomShare add \$5.00/mo	Best for streaming HD video, online gaming, multiple devices 75 Mb/s Download 5 Mb/s Upload 15 Email Accounts Trend Micro for up to 15 computers ZoomShare add \$5.00/mo	Best for streaming HD video, online gaming, multiple devices 100 Mb/s Download 5 Mb/s Upload 15 Email Accounts Trend Micro for up to 15 computers ZoomShare add \$5.00/mo

*Monthly fees subject to monthly data allowances. Click [here](#) to review details of our Open Internet policy.

Resources
Pay Bill
Order Service
Check Email
Remote Record

Services
Television
Telephone
Internet
On Demand

Support
Account Services
Internet Support
Television Support
Telephone Support

Armstrong
Local Office
Local Schedule
Company
Careers

Also from Armstrong
MyWire
Follow the Wire
Events



APPENDIX 4

to

Armstrong Utilities, Inc. CAF Phase II Response Filing

WC Docket No. 14-93; DA 14-942, 14-1397

ADVERTISEMENTS FOR ARMSTRONG VOICE SERVICE



ARMSTRONG[®]
TELEPHONE



ARMSTRONG[®]

ONE WIRE. INFINITE POSSIBILITIES.

DTD 9.08

ARMSTRONG[®]

TELEPHONE

Unlimited local and long distance calling throughout the U.S. plus Puerto Rico, Guam, and the U.S. Virgin Islands, **for one low monthly rate.**

CONVENIENCE

It's so convenient to switch! Armstrong does the work for you—we even contact your current phone company to make the transition quick and easy. And you can **keep your current phone number.**

There's no extra equipment to buy! Armstrong Telephone works with your existing phones and home wiring.

Armstrong Telephone features ONE simple, easy-to-read bill and online account management.

SERVICE & SUPPORT

With Armstrong Telephone, you'll receive professional installation by one of our experienced technicians and FREE local support and service.

SAFETY & SECURITY

Armstrong Telephone provides access to the same, reliable 911 services available to you today.

CALLING FEATURES

All your favorite calling features are included at **no extra cost!**

Caller ID

Call Forwarding

Call Waiting

Voice Mail

Caller ID Block

Caller ID on Call Waiting

Do Not Disturb

Anonymous Call Rejection

Call Blocking

Online Account Management

Speed Calling

Three-Way Calling

PRICING

\$34.95/month

with basic cable

AND Zoom subscriptions

\$39.95/month

with basic cable

OR Zoom subscription

\$49.95/month

Telephone only subscription



LEARN

SHOP

SUPPORT



Shop

Welcome, aclare! | 0 item(s) in your cart | Log Out

- Dashboard
- Services
- Equipment
- Documents
- Billing
- Settings
- Shop

Select Services: Programming | Equipment | Premium Channels | On Demand | **Armstrong Telephone** | Zoom Internet



Armstrong Telephone

Unlimited local and long distance calling to the US and Canada Learn More

Special Offer: **Television, Telephone & Internet \$99.95/mo. for 1 year.**

\$29.95

Add to Cart



Caller ID on TV

View Caller ID Information on your Television Learn More

FREE

Add to Cart

Resources

- Pay Bill
- Order Service
- Check Email
- Remote Record
- Channel Guide
- Order Telephone

Services

- Television
- Telephone
- Internet
- On Demand
- Business
- Security

Support

- Account Services
- Technical Support

Armstrong

- Local Office
- Local Schedule
- Company
- Careers
- Contact Us
- Site Map

Also from Armstrong

- MyWire
- Follow the Wire
- Armstrong MySavings
- Events
- Armstrong Armor

